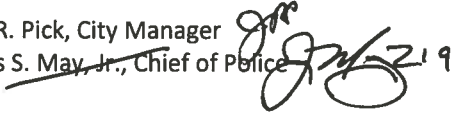


**NORTHGLENN POLICE DEPARTMENT
COUNCIL MEMORANDUM 2014-11**

DATE: November 24, 2014

TO: Honorable Mayor Joyce Downing and City Council Members

FROM: John R. Pick, City Manager
James S. May, Jr., Chief of Police 

SUBJECT: CR #120 – Northglenn/Thornton Victim Services Unit IGA – 2015

RECOMMENDATION:

Staff recommends the adoption of the attached Resolution allowing the Mayor to sign an Intergovernmental Agreement between the City of Thornton and the City of Northglenn for victim services for fiscal year 2015.

BACKGROUND:

Since 1987 the Cities of Thornton and Northglenn have participated in a shared Victim Services Unit (VSU) providing critical and timely state mandated support to victims and witnesses of crime in their respective communities through the shared use of a Victim Services Supervisor, three Victim Advocate Specialists, one part-time Victim Advocate Specialist that will transition into a full-time position under the 2015 budget, and approximately twenty citizen volunteers.

The IGA sets forth the formula for the sharing of the financial cost of the Victim Services Unit with the Thornton Police Department. The total Victim Services Unit budget for 2015 is \$505,673.00, of which Thornton pays solely for their IT person at \$45,327.00. Each year, the VSU secures funds from a variety of sources to pay for the services it provides. The 17th Judicial District Victim and Witness Assistance Law Enforcement (V.A.L.E.) Grant will fund 12.8% or \$64,746.00. The Federal Victims of Crime Act (V.O.C.A.) Grant will fund 8.92 % or \$44,954.00. Donations from citizens may equal \$500 during 2015. The cities of Thornton and Northglenn fund the remaining 78% or \$350,646.00. The City of Thornton is responsible for 70% or \$245,452.40. The City of Northglenn pays the remaining 30% or \$105,193.60, which will be made in equal payments of \$26,298.40 quarterly to the City of Thornton. The current 2015 Victim Services Budget also does not include the original request from Thornton for a 70/30 shared cost of the purchase of a new vehicle for the VSU employees. This was not approved for consideration in 2015 by Thornton's Finance Director.

The City Attorney has approved this IGA as to form.

BUDGET IMPLICATIONS:

There is a financial cost to the City. Northglenn's participant share, \$105,193.60 is in the proposed 2015 Police Department (GF) Administration Division, Professional Services budget.

STAFF REFERENCE:

If Council members have any comments or questions they may contact Chief James S. May, Jr. at (303) 450-8967 or jmay@northglenn.org, or Commander Beth Carmosino at (303) 450-8819 or bcarmosino@northglenn.org.

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-120
Series of 2014

Series of 2014

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF THORNTON AND THE CITY OF NORTHGLENN FOR A SHARED VICTIM SERVICES PROGRAM

WHEREAS, the cities of Thornton and Northglenn have participated in a Shared Victim Services Program annually since 1987, providing critical and timely support to victims and witnesses of crimes in their respective communities; and

WHEREAS, the program is funded through the sharing of expenses by the City of Thornton, the City of Northglenn, the 17th Judicial Victim Assistance Law Enforcement (V.A.L.E.) funds and Victims of Crime Acts (V.O.C.A.) funds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The Intergovernmental Agreement between the City of Thornton and the City of Northglenn for the 2015 Shared Victim Services Program, attached hereto, is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn.

DATED, at Northglenn, Colorado, this _____ day of _____ 2014.

JOYCE DOWNING
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

INTERGOVERNMENTAL AGREEMENT
SHARED VICTIM SERVICES UNIT
THORNTON/NORTHGLENN – 2015

THIS AGREEMENT is made and entered into by and between the City of Thornton, Colorado (Thornton) and the City of Northglenn, Colorado (Northglenn) this _____ day of _____, 2014.

I. PREAMBLE

The Cities of Thornton and Northglenn (Cities) have, since 1987, annually participated in a Shared Victim Services Unit (the Unit) providing critical and timely support to victims and witnesses of crime in their respective communities, through the shared use of a Victim Service Supervisor, three full-time Victim Advocate Specialists, one part-time Victim Advocate Specialist that will transition into a full-time position under the 2015 budget, and citizens volunteering to assist with the Unit as provided herein.

1. The Unit is funded through the sharing of expenses by the Cities, 17th Judicial Victim Assistance Law Enforcement (V.A.L.E) funds and Victims of Crime Act (V.O.C.A) funds, and donations from citizens. The 2015 budget for the Unit is hereto attached as "Exhibit A".
2. Thornton has administered the Unit since 1990. During the term of this Agreement, Thornton shall maintain the administration of the Unit.

II. VICTIM SERVICES

1. The Cities have designated a Victim Services Supervisor to supervise employees, volunteer staff and coordinate the scope of services herein identified during the term hereof.
2. The Victim Services Unit shall provide services to the citizens of Thornton and Northglenn as required by the State of Colorado Victim Rights Act Title 24 – Article 4.1 Part III.

III. ADMINISTRATION OF UNIT – COMPENSATION

During the term of this Agreement, the total budget of the Unit for 2015 is \$505,673.00. The City of Thornton shall receive and administer V.A.L.E. Grant award for the Unit for the year 2015 in the amount of \$64,746.00 and V.O.C.A. Grant money granted for the Unit for the year of 2015 in the amount of \$44,954.00 along with additional Unit contributions provided by the Cities as contemplated herein.

The V.A.L.E. grant will cover 12.80% and V.O.C.A. 8.92% of the total 2015 budget. Thornton will cover 8.95% equaling \$45,327 for I.T. costs along with the remaining 70% of the budgeted amount to be shared by Thornton and Northglenn with a 70-30 split. As a result, Thornton shall participate in and pay seventy percent 70%, Northglenn shall participate in and pay thirty percent 30% of the total funding required for the Unit, as reflected in the 2015 Budget. The Cities each respectively represents that funds will be available to provide payments as outlined by this agreement.

Northglenn shall remit its financial share of participation in the Unit for the year 2015 in the amount of \$105,193.60 to be paid in equal payments of \$26,298.40. The first and second quarter payments are due on April 1 with subsequent payments due on July 1, and October 1, 2015. At the end of the 2015 fiscal year, Thornton will report on all expenditures to Northglenn and return all unexpended funds.

The Supervisor of the Unit shall be an employee of the City of Thornton. The Supervisor will receive those benefits provided to an employee not eligible to receive or occupy the status of Career Service Employee under the City Charter and Ordinances of Thornton, such status commonly known as an "FLSA" Excluded Employee. Other employees of the Unit shall include:

1. Four full-time Victim Advocate Specialists shall be employees of the City of Thornton. These are "Career Services" positions within the City of Thornton. These employees will receive those benefits provided to employees eligible to receive or occupy the status of Career Service Employee under the City Charter and Ordinances of the City of Thornton.
2. The Supervisor and Victim Advocate Specialists of this Unit will additionally receive reimbursement for any reasonable and necessary automobile mileage expenses incurred in the performance of assigned duties, and the rate currently established for employees of the City of Thornton. The City of Thornton shall administer the shared funds paid to defray such expenses. The Cities will also provide office equipment, training and other necessary materials required to carry out the services to be provided by the Victim Services Unit.

IV. TERM OF AGREEMENT

This Agreement shall commence operation from January 1, 2015 and shall terminate December 31, 2015, unless this Agreement is renewed or extended by intergovernmental agreement between the Cities.

V. TERMINATION

Either party may terminate this IGA by providing 60 days notice of termination to the other party. Upon receipt of such notice, the other party may continue the Victim Service Unit at its expense.

VI. SEVERABILITY

Should any court of competent jurisdiction declare any provision of this Agreement invalid, the remaining provisions herein shall remain in full force and effect regardless of such declaration.

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[SIGNATURES ON THE FOLLOWING PAGE]

APPROVED AS TO FORM:

CITY OF THORNTON, COLORADO

Margaret Emerich
City Attorney

Jack Ethredge
City Manager

ATTEST:

Nancy Vincent
City Clerk

APPROVED AS TO FORM:

CITY OF NORTHGLENN, COLORADO

Corey Hoffmann
City Attorney

Joyce Downing
Mayor

ATTEST:

Johanna Small
City Clerk

2015 VICTIM SERVICES BUDGET (JDE FORMAT)

	<u>BUDGET</u>	<u>THORNTON</u>	<u>NORTHGLENN</u>	<u>VALE</u>	<u>VOCA</u>
Regular Salaries	\$298,346.00	\$132,052.00	\$56,594.00	\$64,746.00	\$44,954.00
Overtime Pay	\$2,624.00	\$1,837.00	\$787.00		
Stand-By Pay	\$16,336.00	\$11,435.20	\$4,900.80		
Pension Contributions	\$22,483.00	\$15,738.10	\$6,744.90		
Social Security	\$24,274.00	\$16,992.00	\$7,282.00		
Health/Life Insurance	\$61,807.00	\$43,264.90	\$18,542.10		(Carried into Benefits)
Training & Travel	\$14,842.00	\$10,389.40	\$4,452.60		
Awards/Incentives	\$2,630.00	\$1,841.00	\$789.00		
RHS Contributions	\$216.00	\$151.20	\$64.80		
Personnel	\$443,558.00	\$233,700.80	\$100,157.20	\$64,746.00	\$44,954.00
Dues, Subs. & Pubs	\$835.00	\$584.50	\$250.50		
Utilities/Comm/Postage	\$4,735.00	\$3,314.50	\$1,420.50		
Contractual Services	\$5,570.00	\$3,899.00	\$1,671.00		
Supplies	\$970.00	\$679.00	\$291.00		
Victim Services Expense	\$5,150.00	\$3,605.00	\$1,545.00		
V.S. Special Supplies					
V.S. Donations or SUP Supplies					
Commodities	\$6,120.00	\$4,284.00	\$1,836.00		
Information Technology	\$45,327.00	\$45,327.00			
Reprographics	\$2,910.00	\$2,037.00	\$873.00		
Internal Service Charges	\$48,237.00	\$47,364.00	\$873.00		
Vehicle Fuel	\$736.00	\$515.20	\$220.80		
Vehicle Maintance	\$1,452.00	\$1,016.40	\$435.60		
	\$2,188.00	\$1,531.60	\$656.40		
TOTAL	\$505,673.00	\$290,779.40	\$105,193.60	\$64,746.00	\$44,954.00
Total w/o VALE & VOCA & Thornton I.T.	\$350,646.00	\$245,452.40	\$105,193.60		
	2015'	\$245,452.40	\$105,193.60		
	2014'	\$222,902.40	\$95,529.60		
	Difference	\$22,550.00	\$9,664.00		
Total - Thornton w/ I.T. & 70%		\$67,877.00	\$9,664.00		
		70%	30%		

* Donations estimated to be \$500.00 - Will be tracked